

SCOTT COLE & ASSOCIATES, APC
ATTORNEYS AT LAW
THE WACHOVIA TOWER
1970 BROADWAY, NINTH FLOOR
OAKLAND, CA 94612
TEL: (510) 891-9800

Scott Edward Cole, Esq. (S.B. #160744)
Matthew R. Bainer, Esq. (S.B. #220972)
Carrie S. Lin, Esq. (S.B. #241849)
SCOTT COLE & ASSOCIATES, APC
1970 Broadway, Ninth Floor
Oakland, California 94612
Telephone: (510) 891-9800
Facsimile: (510) 891-7030
web: www.scalaw.com

Attorneys for Representative Plaintiff Robert
Runnings
and the Plaintiff Class

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

MIGUEL A. CRUZ and JOHN D.
HANSEN, individually, and on behalf
of all others similarly situated,

Plaintiffs,

vs.

DOLLAR TREE STORES, INC.

Defendant.

Case No.: C-07-02050 SC (*Consolidated Action*)

CLASS ACTION

ROBERT RUNNINGS, individually,
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

DOLLAR TREE STORES, INC.

Defendant.

Case No.: C-07-4012 SC(*Consolidated Action*)

CLASS ACTION

**DECLARATION OF CARRIE S. LIN IN
SUPPORT OF PLAINTIFFS' MOTION TO
COMPEL RESPONSES TO PLAINTIFFS'
SPECIAL INTERROGATORY NO. 1**

Date: October 10, 2008

Time: 10:00 a.m.

Judge: Hon. Samuel Conti

Courtroom: 1

SCOTT COLE & ASSOCIATES, APC
ATTORNEYS AT LAW
THE WACHOVIA TOWER
1970 BROADWAY, NINTH FLOOR
OAKLAND, CA 94612
TEL: (510) 891-9800

1 I, CARRIE S. LIN, do hereby declare as follows:

2 1. I am an attorney-at-law, licensed to practice in the Northern District of California,
3 and am an Associate at the law offices of Scott Cole & Associates, APC (“SCA”), attorneys-of-
4 record for the plaintiff Robert Runnings in the above-entitled proceeding. I make these statements
5 based on personal knowledge, and would so testify if called as a witness.

6 2. I make this declaration in support of Plaintiffs’ Motion to Compel defendant Dollar
7 Tree Stores, Inc. (“Dollar Tree”) to provide the names and contact information for putative class
8 members in this action.

9 3. A true and correct copy of the Stipulated Protective Order executed by the parties is
10 attached hereto as “*Exhibit A.*”

11 4. On December 7, 2008, Plaintiffs propounded their first set of discovery in this action,
12 including Special Interrogatories and Requests for Production of Documents. Special Interrogatory
13 No. 1 asks Defendant Dollar Tree to provide the names and contact information for all putative class
14 members to this action. A true and correct copy of Plaintiffs’ Special Interrogatory No. 1, with
15 proof of service, is attached hereto as “*Exhibit B.*”

16 5. Shortly after Plaintiffs propounded their first set of discovery, and before Defendant
17 responded thereto, Defendant filed Motions for Summary Judgment against Representative Plaintiffs
18 Robert Runnings and John Hansen. In its Motion for Summary Judgment against Representative
19 Plaintiff Robert Runnings, Defendant Dollar Tree attached a summary of “payroll certification”
20 forms allegedly executed by other putative class members. Dollar Tree relied thereon for the
21 proposition that the majority of putative class members performed more exempt than non-exempt
22 work. The payroll certification summary did not include the names and contact information for the
23 putative class members who allegedly executed them. A true and correct copy of the relevant
24 portions of Dollar Tree’s Motion for Summary Judgment (Page 18:7-13 of the Points and
25 Authorities, as well as the Declaration of Charlotta Jacobsen-Allen, with exhibits) are attached
26 hereto as “*Exhibit C.*”

27 6. Only after Plaintiff Robert Runnings pointed out in his Opposition to defendant
28 Dollar Tree’s Motion for Summary Judgment that several of the “payroll certification” forms that

1 he had personally completed had been destroyed by Dollar Tree at an earlier date in litigation, did
 2 Dollar Tree file, in its Reply to Plaintiff's Opposition, a Declaration from a Dollar Tree employee
 3 acknowledging that many of the payroll certification forms for other putative class members had
 4 likewise been destroyed in a company wide "computer glitch." A true and correct copy of the
 5 Declaration of Patricia Doss, submitted in support of Dollar Tree's Reply Brief to the Motion for
 6 Summary Judgment, is attached hereto as "*Exhibit D*."

7 7. Dollar Tree responded to Plaintiffs' discovery requests on January 29, 2008. A true
 8 and correct copy of Dollar Tree's response to Plaintiffs' Special Interrogatory, No. 1 is attached
 9 hereto as "*Exhibit E*."

10 8. Shortly after Defendant's Motions for Summary Judgment were fully briefed and
 11 pending before the Court, the parties entered into a stipulated stay on discovery.

12 9. After Judge Conti issued his Order denying Defendant's Motions for Summary
 13 Judgment, I communicated with defense counsel again regarding the class list, via both letter and
 14 telephone. At those times, counsel for Defendant offered to produce, in lieu of the actual names and
 15 contact information of putative class members, the names and last known Dollar Tree work-
 16 addresses for putative class members. Plaintiffs rejected this offer.

17 10. In my experience, administration of mailed notice to putative class members,
 18 allowing them to opt-out of having their names and contact information disclosed, is both expensive
 19 and time consuming. Depending on the size of the putative class, mailed notice by a third party
 20 claims administrator could cost anywhere from \$3,000.00 to \$8,000.00. Further, having a third party
 21 claims administrator mail and then administer such notice also typically delays production of witness
 22 contact information by one to two months, if not longer.

23
 24 I declare under penalty of perjury under the laws of the United States that the foregoing is
 25 true and correct. Executed this 5th day of September, 2008 in Oakland, California.

26
 27 /s/ Carrie S. Lin, Esq.
 28 Carrie S. Lin, Esq.

SCOTT COLE & ASSOCIATES, APC
 ATTORNEYS AT LAW
 THE WACHOVIA TOWER
 1970 BROADWAY, NINTH FLOOR
 OAKLAND, CA 94612
 TEL: (510) 891-9800

EXHIBIT A

1 MAUREEN E. McCLAIN (State Bar No. 062050)
Email: mcclain@kmm.com
2 ALEX HERNAEZ (State Bar No. 201441)
Email: hernaez@kmm.com
3 KAUFF McCLAIN & McGUIRE LLP
One Post Street, Suite 2600
4 San Francisco, California 94104
Telephone: (415) 421-3111
5 Facsimile: (415) 421-0938

6 Attorneys for Defendant
DOLLAR TREE STORES, INC.

7
8 BETH HIRSCH BERMAN (VA Bar No. 28091)
Email: bberman@williamsmullen.com
WILLIAMS MULLEN
9 Dominion Tower, Suite 1700
999 Waterside Drive
10 Norfolk, VA 23510
Telephone: (757) 629-0604
11 Facsimile: (757) 629-0660

12 Pro Hac Vice Attorneys For Defendant
DOLLAR TREE STORES, INC.

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA

17 MIGUEL A. CRUZ, and JOHN D. HANSEN,
individually and on behalf of all others
18 similarly situated,

19 Plaintiffs,

20 v.

21 DOLLAR TREE STORES, INC.,

22 Defendant.

CASE NO. C 07-02050 SC (ENE)

**STIPULATION AND [PROPOSED]
PROTECTIVE ORDER**

JUDGE: Hon. Samuel Conti

COMPLAINT FILED: April 11, 2007
TRIAL DATE: No date set.

24 Plaintiffs Miguel A. Cruz and John D. Hansen ("Plaintiffs") and Defendant
25 Dollar Tree Stores, Inc. ("Defendant"), by their respective counsel, hereby stipulate and
26 agree as follows:

27 WHEREAS, the parties to this proceeding anticipate that during the course
28 of the above-captioned litigation, the parties will produce or provide documents and

1 information which one or more parties contend contain trade secrets or other sensitive,
2 private, confidential or proprietary information; and,

3 WHEREAS, the parties to this proceeding wish to protect the confidentiality
4 of such documents and information and to ensure that the parties can obtain and pursue
5 discovery with the minimum of delay and expense; THEREFORE,

6 IT IS HEREBY AGREED, STIPULATED AND ORDERED THAT:

7 1. In connection with discovery and other proceedings in this action,
8 the parties may designate any document, thing, material, testimony or other information
9 derived therefrom, as "Confidential Information" under the terms of this Stipulated
10 Protective Order. Neither party shall designate any discovery material as "Confidential
11 Information" without first making a determination that the information is properly subject
12 to protection under Fed. R. Civ. P. 26(c) and that such protection is warranted in good
13 faith. Confidential Information shall not be disclosed except as provided for herein.

14 2. Confidential Information is that which any party reasonably believes
15 has not lawfully been made public and which concerns or relates to the personnel
16 information, processes, objectives, strategies, plans, advertising, methodologies,
17 procedures, operations, type of work, products, services, sales, purchases, transfers,
18 identification of customers, customer information, bank and payroll related agreements,
19 policies, marketing plans, vendor information, profit margins, product quantities and
20 costs amount or source of income, costs, profits, losses, financial information, business
21 forecasts, or expenditures of any person, firm, partnership, corporation, or other
22 organization or organizational structure, if the disclosure of such information has the
23 effect of causing harm or potential harm to the competitive position or privacy rights of
24 the person, firm, partnership, corporation, or to the organization from which the
25 information was obtained or of third parties, including but not limited to persons
26 transacting business with any of the parties to this action.

27 3. Documents that are confidential under this Order shall be so
28 designated by writing, typing, stamping or otherwise affixing the legend "Confidential

Information" (and such other and further legend as may reasonably be included to specify such confidentiality) on copies of the document. Stamping the legend "Confidential Information" on the cover of any multi-page document shall designate all pages of the document as confidential, unless otherwise indicated by the producing party. Confidential documents (including deposition transcripts) also may be so designated after production by written communication and reproduction with a "Confidential Information" legend for purposes of substitution of the original documentation, and all parties shall use their best efforts to ensure that no prior disclosure shall be used or re-disclosed contrary to the terms of this Order.

4. The inadvertent or unintentional disclosure of Confidential Information shall not be deemed a waiver in whole or in part of a party's claim of confidentiality. Any such inadvertently or unintentionally disclosed Confidential Information shall be designated as Confidential Information as soon as reasonably possible after the producing party becomes aware of the inadvertent or unintentional disclosure and the producing party shall provide counsel for the other parties with a duplicate copy bearing the legend "Confidential Information," whereupon the unmarked copies will be returned or destroyed.

5. Portions of transcripts of depositions in which any Confidential Information is quoted, paraphrased, discussed or referred to, or in which the subject matter covered by any Confidential Information is discussed or referred to, shall be subject to the same confidential treatment as provided herein for the underlying Confidential Information and shall be designated as confidential. Requests for such confidential treatment may be made at the deposition or at the latest within twenty (20) days after receipt of a transcript thereof. All transcripts of depositions shall be treated as confidential for at least that 20 day period.

6. Recognizing the legitimate confidentiality needs of the parties, all discovery shall be used only by the parties to this action for purposes of resolution of the claims asserted in this action, any trial and appeal of this action, and enforcement of any

1 award or judgment thereon. Information designated as "Confidential Information" under
 2 this Order, and any summaries, copies, abstracts, or other documents derived in whole
 3 or in part from information, designated as confidential, shall be used only by the parties
 4 to this action, for the purpose of the prosecution, defense or settlement of the claims
 5 asserted in this action, any trial and appeal of this action and the enforcement of any
 6 award or judgment based on such claims, and for no other purpose.

7 7. Confidential Information, produced pursuant to this Order may be
 8 disclosed or made available only to counsel for a party (including the paralegal, clerical
 9 and secretarial staff employed by such counsel), to a trier of fact or law in any forum in
 10 which the claims asserted in this action may be adjudicated or enforced and the
 11 administrators of that forum, and to "Qualified Persons." A Qualified Person is a person
 12 who falls into one of the categories set forth below:

13 (a) a party, or a current or former officer, director or employee of
 14 a party deemed necessary by counsel to aid in the prosecution, defense or settlement of
 15 this action;

16 (b) experts or consultants (together with their clerical staff)
 17 retained by such counsel to assist in the prosecution, defense or settlement of this action
 18 provided; however, that prior to disclosure of any Confidential Information to an expert or
 19 consultant, the party that wishes to make the disclosure shall affirm that the expert or
 20 consultant has not previously been retained by the non-disclosing party or a competitor
 21 of the non-disclosing party. (A competitor shall be defined as any discount variety
 22 retailer.) If the expert or consultant has been so retained, the parties shall meet and
 23 confer with each other and, if necessary, submit the issue to the Court prior to the
 24 disclosure to the expert or consultant of any Confidential Information;

25 (c) witnesses testifying at deposition or at the hearing of this
 26 matter either during their testimony or in preparation therefore; however, if a witness
 27 refuses to sign the Nondisclosure Agreement, the parties shall meet and confer with
 28

1 each other and, if necessary, submit the issue to the Court prior to the disclosure to the
2 witness of any Confidential Information;

3 (d) any person to whom disclosure is reasonably necessary to
4 enforce any award or judgment rendered against any party in this proceeding; and

5 (e) any other person ordered by the Court or as to whom all
6 parties in writing agree.

7 8. Any person or entity to whom Confidential Information is disclosed
8 pursuant to Subparagraphs 7 (a)-(e), above, shall, prior to receiving such Confidential
9 Information, be provided with a copy of this Order and shall execute a Nondisclosure
10 Agreement in the form set forth in Attachment A hereto, such forms to be maintained by
11 counsel for the party sharing Confidential Information and undertaking to have such
12 forms executed.

13 9. On the request of any party, any person who is not a Qualified
14 Person shall be excluded from any deposition during the period in which Confidential
15 Information is used, referred to or discussed.

16 10. The parties may further designate certain discovery material,
17 testimony, or other information of an extraordinarily highly confidential and/or propriety
18 nature as "CONFIDENTIAL INFORMATION COUNSEL ONLY" (hereinafter "Counsel-
19 Only Material" or "Highly Confidential" material), in the manner described above. Such
20 designation shall not be used routinely or to gain advantage in this litigation, but rather
21 shall be used only in exceptional cases where the protections afforded by the
22 Confidential and Highly Confidential classifications are insufficient. For example, where
23 disclosure to clients or witnesses would create a potential for harm to Defendant's
24 business interests (for example, where any such individual is working for a competitor of
25 Defendant). Counsel-Only Material, and the information contained therein, shall be
26 disclosed only to counsel for the parties (including the paralegal, clerical and secretarial
27 staff employed by such counsel), and to experts who execute Attachment A. If
28 disclosure of Counsel-Only Material is made pursuant to this paragraph, all other

1 provisions in this Order with respect to confidentiality shall also apply, except where
2 inconsistent with this paragraph.

3 11. The restrictions set forth in this Stipulation and Order shall not:

4 (a) apply to any discovery matter which a party can show was
5 lawfully possessed, obtained or developed by it other than through discovery in this
6 action;

7 (b) apply to any information which lawfully is or lawfully becomes
8 public knowledge, not in violation of this Stipulation and Order;

9 (c) operate as an admission by the recipient that any of the
10 information contains or reflects confidential information;

11 (d) prejudice in any way the right of any party or non-party to
12 object on any basis to the production of discovery matter it considers not subject to
13 discovery;

14 (e) prejudice in any way the right of any party or non-party to
15 seek a determination from the Court as to whether particular information shall be
16 produced;

17 (f) prevent the parties from entering into a written agreement to
18 alter or waive the provisions or protections provided herein, generally or with respect to
19 any information;

20 (g) prejudice in any way the right of any party or non-party to
21 seek such additional or other protection as that party may deem appropriate with regard
22 to the confidentiality of the information;

23 (h) be construed to require any party to produce information that
24 it considers privileged or otherwise not subject to discovery;

25 (i) be deemed a waiver of any objections a party otherwise
26 would have to any discovery request propounded in this action or a waiver of any third
27 party's claim to right of privacy.
28

12. This Order shall be without prejudice to the right of any party at any time after information is designated Confidential Information to file a motion with the Court, upon not less than ten (10) days notice to all parties: (i) to challenge the designation of any particular document or information as confidential or whether its use should be restricted, provided such party has first made a good-faith attempt to resolve such question with the designating party; or (ii) seek a separate protective order as to any particular document or information, including restrictions differing from those as specified herein. The Order shall not be deemed to prejudice the parties in any way in any future application for modifications of this Order.

13. The parties will mark any document which they believe should be filed under seal either as Counsel-Only Material or as Highly Confidential. Defendant's use of such designations shall only apply to documents containing trade secret and proprietary information of the Defendant, the public disclosure of which would be detrimental to Dollar Tree's competitive interests. The designation of a document in a manner that subjects it to seal shall be subject to a meet and confer requirement if objected to by the other party. The sealing requirements of Local Rule 79-5 will apply to any document so designated until and unless a Court orders that the documents are not subject to seal. Should Plaintiffs desire to file any document so marked by Defendant (that is Counsel-Only Material or Highly Confidential), Defendant will prepare the Administrative Motion to File Under Seal (including the supporting declaration) that is required by Local Rule 79-5 (b) (1). Plaintiffs' counsel shall provide the document(s) to be so submitted to Defendant's counsel who will attend to submitting such documents in accordance with the provisions of Local Rule 79-5.

14. The burden of establishing that any information designated as Confidential Information, Highly Confidential Information, or Counsel-Only Material meets the definitions set forth herein shall be on the party which seeks to uphold the designation. Any information or documents designated as Confidential Information which are subject to motion pursuant to the paragraph shall be treated as Confidential

1 Information in accordance with the terms of this Stipulation and Order until such time as
2 the Court rules otherwise.

3 15. All documents produced in this proceeding shall be used by the
4 party to whom such documents are produced solely for purposes of the investigation
5 and/or resolution of the claims arising in this action, any trial and appeal of this action
6 and the enforcement of any award thereon and for no other purpose.

7 16. This Order shall survive the final termination of this action and the
8 Court shall retain jurisdiction to enforce, construe or modify its terms. Within thirty (30)
9 days following final disposition of this action, counsel for the parties shall assemble and
10 return to each other all Confidential Information (including Highly Confidential
11 Information) and/or Counsel-Only Material, including all copies of same, or (by mutual
12 agreement only) shall certify the destruction thereof, except Counsel shall be permitted
13 to retain for their respective files (i) copies of all papers and documents filed with the
14 Court and (ii) their work product (including documents used to develop legal thoughts
15 and litigation strategy), such as pleadings, correspondence, and memoranda, which
16 contain or refer to confidential discovery matter, provided that all such confidential
17 discovery matter and work product shall remain subject to this Stipulation and Order.
18 Confidential Information (including Highly Confidential Information) and/or Counsel-Only
19 Material, including all copies of same retained pursuant to paragraph 16(ii) shall be
20 returned two years subsequent to the end of the above-captioned litigation. Attorney
21 work-product incorporating such Confidential Information may be maintained by the
22 creating party indefinitely, but subject to the protections from disclosure contained
23 herein. Moreover, information retained shall not be used for any other purpose
24 whatsoever including but not limited to any other litigation.

25 17. The Court shall maintain jurisdiction to enforce the terms of this
26 Order for three (3) years after final disposition of the action.

27

28

1 THE FILER OF THE DOCUMENT ATTESTS THAT THE CONTENT OF THIS
2 DOCUMENT IS ACCEPTABLE TO ALL PERSONS REQUIRED TO SIGN THIS
3 DOCUMENT.

4 DATED: October 18, 2007

Respectfully submitted,

EDGAR LAW FIRM

By: 

JEREMY R. FIETZ

Attorneys for Plaintiffs
MIGUEL A. CRUZ and JOHN D. HANSEN

10 DATED: October 18, 2007

Respectfully submitted,

KAUFF McCLAIN & MCGUIRE LLP

By: 

MAUREEN E. McCLAIN

Attorneys for Defendant
DOLLAR TREE STORES, INC.

18 PURSUANT TO STIPULATION, IT IS SO ORDERED:

19 DATED: 10/22/07

Honorable S
United States



Judge

ATTACHMENT A

NONDISCLOSURE AGREEMENT

As a condition to inspecting or otherwise using documents and information produced in the above-captioned action, I certify that I have read the attached Stipulation and Order regarding the handling of documents and information designated as "Confidential", "Highly Confidential", or "Confidential Information Counsel Only" (the "Stipulation and Order") and hereby agrees to make no use of such documents and/or information except as permitted by the Stipulation and Order, to make no disclosure of such documents and/or information to persons other than those who may have access to it under such Stipulation and Order, to return all originals and all copies of such documents and/or information when required to do so under the Stipulation and Order, and otherwise to be bound by all of the terms and provisions of the Stipulation and Order.

DATED: _____

SIGNED: _____

4826-0211-8913.6

EXHIBIT B

Scott Edward Cole, Esq. (S.B. #160744)
 Matthew R. Bainer, Esq. (S.B. #220972)
 Carrie S. Lin, Esq. (S.B. #241849)
SCOTT COLE & ASSOCIATES, APC
 1970 Broadway, Ninth Floor
 Oakland, California 94612
 Telephone: (510) 891-9800
 Facsimile: (510) 891-7030
 web: www.scalaw.com

Attorneys for Representative Plaintiff Robert Runnings
 and the Plaintiff Class

Don Edgar, Esq. (S.B. #139324)
 Jeremy Fietz, Esq. (S.B. #200396)
THE EDGAR LAW FIRM
 408 College Avenue
 Santa Rosa, California 95401
 Telephone: (707) 545-3200
 Facsimile: (707) 587- 3040

Attorneys for Representative Plaintiffs John Hansen
 and Miguel Cruz and the Plaintiff Class

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MIGUEL A. CRUZ and JOHN D.
 HANSEN, et al.,

Plaintiffs,

vs.

DOLLAR TREE STORES, INC.

Defendant.

ROBERT RUNNINGS, et al.,

Plaintiffs,

vs.

DOLLAR TREE STORES, INC.

Defendant.

Case No.: C-07-02050 SC

CLASS ACTION

**REPRESENTATIVE PLAINTIFFS'
 SPECIAL INTERROGATORIES (SET ONE)**

Case No.: C-07-4012 SC
(Consolidated Action)

CLASS ACTION

1 PROPOUNDING PARTY: Representative Plaintiffs

2 RESPONDING PARTY: Defendant Dollar Tree Stores

3 SET NO: One

4
5 **PLEASE TAKE NOTICE** that, pursuant to Federal Rules of Civil Procedure Rule 33(b)(3),
6 Representative Plaintiffs in the above-entitled action hereby request that you answer the following
7 special interrogatories, in full, within thirty (30) days from the date of service of this notice.
8

9 **INSTRUCTIONS**

10 In answering these interrogatories, furnish all such information as is available to you, not
11 merely such information as you know of your own personal knowledge, including, but not
12 necessarily limited to, information which is in the possession of your attorneys and/or all
13 investigators for your attorneys, and/or any investigators retained or hired by you, prior to seeking
14 legal advice, and or any investigations conducted by your supervisors, employees, and/or agents. If
15 any of the interrogatories herein cannot be answered in full after exercising due diligence to secure
16 such information, please answer to the extent possible, whether or not based on hearsay, and specify
17 the reason for your inability to answer the remainder.

18 The interrogatories set forth hereinafter are deemed to incorporate all introductory matter,
19 including, but not necessarily limited to, definitions of certain terms as set forth by Plaintiffs.

20 **YOU ARE HEREBY REQUESTED TO READ CAREFULLY ALL SUCH**
21 **DEFINITIONS.**

22 In any instance where the answer to any interrogatory is contained in [a] document(s) or
23 where you are asked to identify [a] document(s), Representative Plaintiffs request, in lieu of or in
24 addition to identification, that you attach the document(s) to your answers and indicate clearly to
25 which interrogatory each document or documents are applicable.
26
27
28

DEFINITIONS

1 The term “**Defendant**,” “**You**” or “**Your(s)**” refers to the party(ies) to which these
2 requests are propounded and any agents, employees, officers, directors, subsidiaries, affiliates,
3 predecessor corporation(s), both present and former, including their attorneys and insurers, except
4 to the extent that a privilege not to answer is specifically stated.
5

6 The term “**Class(es)**” refer(s) to each [of the] class definition(s) provided in the
7 **Complaint** (as defined in this section, below).

8 The term “**Class Member(s)**” refer(s) to each and every one of the named plaintiffs
9 in the above-captioned action as well as each and every person eligible for membership in one or
10 more of the plaintiff class(es) and/or subclass(es), as described and defined in the operative
11 Complaint(s) filed in this action and, if a consolidation or coordination of actions, the collective
12 allegations and parties to each and every one of the included actions.

13 The term “**Representative Plaintiff(s)**” refer(s) to each and every named plaintiff
14 identified in the operative Complaint(s) filed in this action and, if a consolidation or coordination
15 of actions, the collective allegations to each and every one of the included actions.

16 “**Persons**” and/or “**individual(s)**” means natural persons, corporations, partnerships,
17 sole proprietorships, unions, associations, federations, employers, or any other kind of entity or
18 subsidiary, division and/or department thereof.

19 “**Complaint**” refer(s) to the operative (most recent version of and/or amendment to)
20 Complaint filed in this action and, if a consolidation or coordination of actions, the collective
21 allegations and parties to each and every one of the Included/Consolidated/Coordinated Complaints.

22 “**Document(s)**” or “**records**” shall mean a writing, as defined by Federal Rules of
23 Evidence 1001, and shall include writings and printed matter of any kind and description, including,
24 but not limited to: electronically-stored data, including computer disks or tapes; electronic audio or
25 video recordings and the scripts of same; electronic or hard copy embodiments of analytical or
26 monitoring equipment or devices; photographs; drawings; maps; sketches; plot plans; diagrams;
27 notes; minutes and electronic recordings of oral communications; letters and memoranda; computer
28 printouts and any hard copy representation(s) of data, information and/or other record compilations

which are stored by means of computer or electronic devices; logs; charts or strips of analytical or monitoring equipment; x-rays or other output of radiographic examinations; transcripts of testimony and proceedings; videotapes; films; blueprints; reports; summaries; newspaper accounts; statements; estimates; proposals and protocols; citations; orders and court pleadings. It shall also include any additional copy or duplicate of any document as described above which contains any handwriting, typewriting, notation, modification or other addition thereto of any kind, as well as any rough or preliminary draft(s) of the document. Defendant shall produce those documents and/or other tangible items sought herein whether or not created, maintained, distributed, acquired or otherwise in the possession of any predecessor corporations or business entities to the extent that said documents and/or tangible items are within the care, custody and/or control of Defendant.

8. For each interrogatory wherein a request is made to “**identify**” an individual or group or class of individuals, state with respect to such individual or group/class of individuals:

- a. His, her, or its name;
- b. His, her, or its known or last known home address and telephone number;
- c. His, her, or its business address and telephone number and that/those of his, her, or its employer(s); and,
- d. His, her, or its relationship to you.

9. For each interrogatory wherein a request is made to “**identify**” and/or “**describe**” any function(s) or job task(s), state with respect to such “**function(s)/job task(s)**”:

- a. The frequency with which the “**function(s)/job task(s)**” is to be performed;
- b. The weight, if any, an individual performing that “**function(s)/job task(s)**” is required to lift; and
- c. Whether the “**function(s)/job task(s)**” is/are the responsibility of other employees.

10. The time period covered by these requests shall be the most expansive class period defined in the **Complaint** (i.e., four years prior to the filing of the initial **Complaint**), through the present, unless otherwise specified (herein also referred to as the “**class period**”). Unless so specified, each and every interrogatory herein requests information made available and/or acquired by **You** and/or within **Your** possession, custody, or control during said period and/or generated prior

thereto, but remaining in effect or becoming effective at any point in time during said period and/or information known or believed to exist during said period and/or in effect or becoming effective at any point during said period.

11. The conjunctive shall also include the disjunctive and vice versa.

12. The singular shall also include the plural and vice versa.

INTERROGATORIES

INTERROGATORY NO. 1:

Identify each and every **Class Member**.

INTERROGATORY NO. 2:

Identify each facility (by address, telephone number and/or location number, if applicable) where any **Class Member** has performed work for **You** at any time during the **class period**.

INTERROGATORY NO. 3:

Identify and/or **describe** how **You** determine whether **Class Members** should be paid on an overtime-exempt basis for each pay period with the **class period**.

INTERROGATORY NO. 4:

Identify and/or **describe** each task performed by **Class Members** that **You** contend is exempt under California law.

INTERROGATORY NO. 5:

Identify and/or **describe** each task performed by **Class Members** that **You** consider to be non-exempt under California law.

INTERROGATORY NO. 6:

Describe all efforts **You** have made to ensure that **Class Members** are performing more exempt than non-exempt work for each pay period within the **class period**.

INTERROGATORY NO. 7:

Identify and/or **describe** **Your** policies and procedures regarding the methods by which **Class Members** reported the number of hours worked for each week during the **class period**.

1 INTERROGATORY NO. 8:

2 **Identify** and/or **describe** any and all efforts made by **You** to provide or permit **Class**
3 **Members** to take meal and/or rest breaks.


4 INTERROGATORY NO. 9:

5 **Identify** and/or **describe** any and all efforts made by **You** to inform **Class Members** of the
6 applicable test for the Executive Exemption to California's overtime laws.

7
8 Dated: December 13, 2007

9 **SCOTT COLE & ASSOCIATES, APC**

10 By:

11 
12 Carrie S. Lin, Esq.
13 Attorneys for the Representative Plaintiffs
14 and the Plaintiff Class
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SCOTT COLE & ASSOCIATES, APC
ATTORNEYS AT LAW
THE WORLD SAVINGS TOWER
1970 BROADWAY, NINTH FLOOR
OAKLAND, CA 94612
TEL: (510) 891-9800

1 Scott Edward Cole, Esq. (S.B. #160744)
 Matthew R. Bainer, Esq. (S.B. #220972)
 2 Carrie S. Lin, Esq. (S.B. #241849)
SCOTT COLE & ASSOCIATES, APC
 3 1970 Broadway, Ninth Floor
 Oakland, California 94612
 4 Telephone: (510) 891-9800
 Facsimile: (510) 891-7030
 5 web: www.scalaw.com

6 Attorneys for Representative Plaintiff
 and the Plaintiff Classes

7
 Don Edgar, Esq. (S.B. #139324)
 8 Jeremy Fietz, Esq. (S.B. #200396)
THE EDGAR LAW GROUP
 9 408 College Avenue
 Santa Rosa, CA 95401
 10 Telephone: (707) 545-3200
 Facsimile: (707) 587-3040

11 Attorneys for Representative Plaintiffs John Hansen
 12 and Miguel Cruz and the Plaintiff Class

13
 14 **UNITED STATES DISTRICT COURT**
 15 **NORTHERN DISTRICT OF CALIFORNIA**

16 MIGUEL A. CRUZ and JOHN D.
 17 HANSEN, et al.,

18 Plaintiffs,

19 v.

20 DOLLAR TREE STORES, INC.

21 Defendant.

22 ROBERT RUNNINGS, et al.,

23 Plaintiff,

24 vs.

25 DOLLAR TREE STORES, INC.

26 Defendant

Case No.: C-07-02050 SC

PROOF OF SERVICE

CLASS ACTION

Case No.: C-07-4012 SC
(Consolidated Action)

CLASS ACTION

PROOF OF SERVICE

I am over 18 years of age and not a party to the within entitled action. I am employed at and my business address is the law offices of Scott Cole & Associates, A Professional Corporation, 1970 Broadway, Ninth Floor, Oakland, California 94612. On this date, I served a copy of:

REPRESENTATIVE PLAINTIFFS' SPECIAL INTERROGATORIES (SET ONE)

REPRESENTATIVE PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS (SET ONE)

on the attorney(s) for the parties to this action by the following method(s):


[X] by placing one true copy thereof enclosed in a sealed envelope, and serving same as follows:

[] by personally delivering same addressed as shown below, to an attorney, as indicated below, at the indicated address and serving same in accordance with CCP § 1011(a) by leaving same at the attorney's office, with the envelope being clearly labeled, as below, to indicate the attorney(s) being served, with a receptionist or with a person having charge thereof;

[X] by placing same, with postage fully prepaid, in the United States Mail, addressed as indicated below. I am readily familiar with the practices of these law offices for collection and processing of correspondence for mailing with the United States Postal Service. Such correspondence is deposited with the United States Postal Service in the same day in the ordinary course of business.

Maureen McClain, Esq.
Alex Hernaez, Esq.
KAUFF MCCLAIN & MCGUIRE, LLP
One Post Street, Ste. 2600
San Francisco, CA 94104

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed at Oakland, California, on December 13, 2007.


George Rafal

SCOTT COLE & ASSOCIATES, APC
ATTORNEYS AT LAW
THE WORLD SAVINGS TOWER
1970 BROADWAY, NINTH FLOOR
OAKLAND, CA 94612
TEL: (510) 891-9800

EXHIBIT C

1 It is Dollar Tree's reasonable expectation that its Store Managers spend
 2 more than half their time performing exempt management duties. The Store Manager is
 3 in charge of a multimillion dollar enterprise with numerous employees and constant flow
 4 of merchandise. In order to effectively run a store, the Store Manager has to efficiently
 5 utilize properly trained associates based upon an analysis of the store's workflow in
 6 addition to the other managerial tasks associated with running a safe and profitable
 7 store. (Hernandez Decl., ¶ 6.) Dollar Tree expects the Store Manager to delegate so
 8 that the Store Manager is performing only the work that most other employees cannot
 9 do. (Hernandez Decl., ¶ 7.) In order to properly carry out all the tasks and duties
 10 required of a Store Manager outlined above, the Store Manager will necessarily spend
 11 the majority of his time on non-exempt tasks. Indeed, the majority of Dollar Tree store
 12 managers spend more than half their time performing exempt functions. (Jacobson-
 13 Allen Decl., ¶ 8.)

14 Runnings cannot make himself a non-exempt employee by failing to
 15 complete required Store Manager functions. Runnings admits that he failed to:
 16 (1) complete employee evaluations (Runnings Dep., 94:16-95:9; 97:3-12); (2) complete
 17 mark up and mark downs in a timely fashion (Runnings Dep., 363:22-364:2); (3) move
 18 time sensitive seasonal merchandise onto the sales floor (Runnings Dep., 365:1-10); (4)
 19 make mandatory deposits in accordance with asset protection standards (Runnings
 20 Dep., 369:12-18); and (5) consistently perform register audits. (Runnings Dep., 369:24-
 21 370:3.) Each of these tasks is an exempt function that Runnings has failed to complete
 22 in clear violation of Dollar Tree policy.

23 Runnings claims he must be on the floor to complete tasks that he states
 24 his hourly employees cannot complete in the budgeted time. (Runnings Dep., 317:19-
 25 319:1; 371:22-373:3.) Other than his blanket assertion that he lacked sufficient payroll
 26 hours, Runnings has no evidence to support that claim. In fact, Runnings admitted that
 27 he could not explain what was different in the weeks where he certified "yes" from the
 28 weeks he certified "no". (Runnings Dep., 315:16-317:3.) The training of employees is an

-18-

1 MAUREEN E. MCCLAIN (State Bar No. 062050)

Email: mcclain@kmm.com

2 ALEX HERNAEZ (State Bar No. 201441)

Email: hernaez@kmm.com

3 KAUFF MCCLAIN & MCGUIRE LLP

One Post Street, Suite 2600

4 San Francisco, California 94104

Telephone: (415) 421-3111

5 Facsimile: (415) 421-0938

6 Attorneys for Defendant

DOLLAR TREE STORES, INC.

7 BETH HIRSCH BERMAN (VA Bar No. 28091)

Email: bberman@williamsmullen.com

8 WILLIAMS MULLEN

9 Dominion Tower, Suite 1700

999 Waterside Drive

10 Norfolk, Virginia 23510

Telephone: (757) 629-0604

11 Facsimile: (757) 629-0660

12 Attorneys for Defendant

DOLLAR TREE STORES, INC.

14 UNITED STATES DISTRICT COURT

15 NORTHERN DISTRICT OF CALIFORNIA

16 MIGUEL E. CRUZ, and JOHN D. HANSEN,
17 individually and on behalf of all others
similarly situated,

18 Plaintiffs,

19 v.

20 DOLLAR TREE STORES, INC.,

21 Defendant.

CASE NO. C 07 2050 SC

22 ROBERT RUNNINGS individually, and on
23 behalf of all others similarly situated,

24 Plaintiff,

25 v.

26 DOLLAR TREE STORES, INC., and DOES 1
27 through 25, inclusive,

28 Defendants.

CASE NO. C 07 04012 SC

**DECLARATION OF CHARLOTTA
JACOBSEN-ALLEN**

JUDGE: Hon. Samuel Conti

COMPLAINT FILED: April 11, 2007;
July 6, 2007

TRIAL DATE: No date set.

1 I, Charlotta Jacobson-Allen, declare as follows:

2 1. I am over the age of eighteen and have personal knowledge of the facts
3 set forth below. If called upon as a witness, I could testify competently thereto.

4 2. I am employed by Williams Mullen, P.C. as a Paralegal.

5 3. Ms. Brady provided me with a "Payment Detail Listing" (also referred to as
6 a PR260 report) for Robert Runnings. The Payment Detail Listing identifies any hours
7 for which Mr. Runnings received compensation, the amount of compensation along with
8 any bonuses he received during any given week.

10 4. Ms. Brady provided me with "Compass" schedules available during
11 Runnings' tenure with Dollar Tree as a Store Manager.

12 5. Ms. Brady provided me with spreadsheets ("Wage and Hour
13 Spreadsheets") which identify the employees who worked in Runnings' store, the hours
14 each employee worked and the wages each earned for any given week.

16 6. Exhibit 42 to Runnings' Deposition lists Robert Runnings' certification
17 responses indicating whether or not he spent more than 50% of the previous week
18 working on exempt functions.

19 7. I reviewed Mr. Runnings' certification responses as demonstrated on
20 Exhibit 42 in conjunction with the Wage and Hour Reports from Ms. Brady. According to
21 Exhibit 42, Mr. Runnings stated he could not certify that he spent more than 50% of his
22 work week performing exempt functions because he did not have "enough hours" during
23 the week ending January 20, 2007. According to the Wage and Hour Reports, Mr.
24 Runnings' employees worked 318 payroll hours. On June 25, 2005, Mr. Runnings
25 certified he did spend more than 50% of his work week performing exempt functions
26 while his employees worked 299 payroll hours. I also compared the sales for those two
27
28

1 periods. The sales for the week-ending June 25, 2005 were almost 13% higher than
2 those for week-ending January 20, 2007.

3 8. Patricia Doss, an Employee Relations Manager for Dollar Tree
4 Management, Inc. ("DTM"), provided me with a report showing whether or not California
5 Store Managers spent more than 50% of the previous week working on exempt
6 functions. This report showed the responses by week, the number of stores that
7 responded, percentage of Store Managers responding and whether their response was
8 yes or no. I compared the number of "yes" responses to the total number of responses
9 made. The results of this comparison are attached as Exhibit A hereto.

10 9. I reviewed the Wage and Hour Spreadsheets. At any given time, Mr.
11 Runnings supervised anywhere between eight and 40 hourly employees including
12 Assistant Store Managers. The total number of hours worked by his employees ranged
13 from a low of 151 to a high of 1,055.

14 10. Based on the PR260s, Mr. Runnings base earnings went from \$45,500 in
15 2004 to \$49,200 in 2007.

16 I declare under penalty of perjury under the laws of the Commonwealth of Virginia
17 that the foregoing is true and correct.

18 Executed in Norfolk, Virginia this 19th day of January, 2008.

19
20
21
22
23
24
25
26
27
28

Charlotta Jacobson-AlLEN

Exhibit A

CALIFORNIA JOB CERTIFICATION SUMMARY REPORT

STORES	PAYROLL W/E DATE	COMPLETED	PERCENT	PAYROLL WEEK	YES%	NO%	Percentage Yes vs. Complete
200	6/4/2005	200	100%	6/4/2005	88.17%	11.83%	88.17%
200	6/11/2005	200	100%	6/11/2005	91.19%	8.81%	91.19%
201	6/18/2005	201	100%	6/18/2005	85.29%	14.71%	85.29%
201	6/25/2005	201	100%	6/25/2005	90.14%	9.86%	90.14%
201	7/2/2005	201	100%	7/2/2005	86.96%	13.04%	86.96%
202	7/9/2005	201	100%	7/9/2005	87.34%	12.66%	86.91%
202	7/16/2005	201	100%	7/16/2005	88.46%	11.54%	88.02%
202	7/23/2005	201	100%	7/23/2005	84.75%	15.25%	84.33%
202	7/30/2005	201	100%	7/30/2005	92.45%	7.55%	92.00%
202	8/6/2005	202	100%	8/6/2005	90.24%	9.76%	90.24%
202	8/13/2005	202	100%	8/13/2005	98.11%	1.89%	98.11%
202	8/20/2005	200	99%	8/20/2005	91.84%	8.16%	90.93%
202	8/27/2005	202	100%	8/27/2005	84.91%	15.09%	84.91%
202	9/2/2005	202	100%	9/2/2005	88.46%	11.54%	88.46%
203	9/17/2005	203	100%	9/17/2005	85.98%	14.02%	85.98%
206	10/1/2005	206	100%	10/1/2005	88.24%	11.76%	88.24%
209	10/8/2005	209	100%	10/8/2005	82.35%	17.65%	82.35%
209	10/15/2005	209	100%	10/15/2005	90.91%	9.09%	90.91%
209	10/22/2005	209	100%	10/22/2005	86.11%	13.89%	86.11%
209	10/29/2005	209	100%	10/29/2005	88.37%	11.63%	88.37%
209	11/5/2005	209	100%	11/5/2005	90.63%	9.38%	90.63%
210	11/12/2005	203	97%	11/12/2005	75.00%	25.00%	72.50%
210	11/19/2005	210	100%	11/19/2005	75.76%	24.24%	75.76%
210	11/26/2005	205	98%	11/26/2005	88.46%	11.54%	86.36%
210	12/3/2005	200	95%	12/3/2005	87.88%	12.12%	83.69%
210	12/10/2005	204	97%	12/10/2005	87.10%	12.90%	84.61%
210	12/24/2005	200	95%	12/24/2005	65.22%	34.78%	62.11%
210	1/2/2006	210	100%	12/31/2005	90.00%	10.00%	90.00%
210	1/9/2006	210	100%	1/7/2006	93.55%	6.45%	93.55%
210	1/16/2006	208	99%	1/14/2006	85.71%	14.29%	84.90%
210	1/23/2006	200	95%	1/21/2006	90.48%	9.52%	86.17%
210	1/30/2006	210	100%	1/28/2006	93.94%	6.06%	93.94%
210	2/6/2006	210	100%	2/4/2006	89.47%	10.53%	89.47%
210	2/13/2006	210	100%	2/11/2006	91.67%	8.33%	91.67%
210	2/20/2006	210	100%	2/18/2006	92.86%	7.14%	92.86%
210	2/27/2006	210	100%	2/25/2006	89.13%	10.87%	89.13%

CALIFORNIA JOB CERTIFICATION SUMMARY REPORT

STORES	PAYROLL W/E DATE	COMPLETED	PERCENT	PAYROLL WEEK	YES%	NO%	Percentage Yes vs. Complete
210	3/6/2006	210	100%	3/4/2006	75.56%	24.44%	75.56%
212	3/13/2006	200	94%	3/11/2006	80.95%	19.05%	76.37%
213	3/20/2006	195	92%	3/18/2006	81.97%	18.03%	75.04%
213	3/27/2006	200	94%	3/25/2006	79.31%	20.69%	74.47%
214	4/3/2006	213	100%	4/1/2006	86.54%	13.46%	86.13%
214	4/10/2006	210	98%	4/8/2006	79.66%	20.34%	78.17%
214	4/17/2006	210	98%	4/15/2006	79.03%	20.97%	77.56%
214	4/24/2006	198	93%	4/22/2006	69.39%	30.61%	64.20%
214	5/1/2006	200	93%	4/29/2006	84.09%	15.91%	78.59%
214	5/8/2009	201	94%	5/6/2006	87.04%	12.96%	81.75%
214	5/15/2006	198	93%	5/13/2006	85.71%	14.29%	79.31%
214	5/22/2006	200	93%	5/20/2006	82.86%	17.14%	77.44%
214	5/29/2006	210	98%	5/27/2006	74.36%	25.64%	72.97%
214	6/5/2006	189	88%	6/10/2006	87.88%	12.12%	77.61%
214	6/19/2006	210	98%	6/24/2006	84.38%	15.63%	82.80%
214	6/26/2006	206	96%	7/1/2006	83.78%	16.22%	80.65%
214	7/3/2006	209	98%	7/8/2006	82.35%	17.65%	80.43%
214	7/10/2006	211	99%	7/15/2006	88.37%	11.63%	87.13%
214	7/17/2006	206	96%	7/22/2006	81.20%	18.80%	78.16%
214	7/24/2006	200	93%	7/29/2006	87.88%	12.12%	82.13%
214	7/31/2006	214	100%	8/5/2006	89.23%	10.77%	89.23%
214	8/7/2006	199	93%	8/12/2006	77.05%	22.95%	71.65%
214	8/14/2006	206	96%	8/19/2006	87.14%	12.86%	83.89%
214	8/21/2006	211	99%	8/26/2006	89.47%	10.53%	88.22%
214	8/28/2006	207	97%	9/2/2006	84.44%	15.56%	81.68%
217	9/4/2006	212	98%	9/9/2006	81.82%	18.18%	79.93%
217	9/11/2006	206	95%	9/16/2006	86.27%	13.73%	81.90%
219	9/18/2006	210	96%	9/23/2006	83.98%	16.02%	80.53%
220	9/25/2006	214	97%	9/30/2006	86.58%	13.42%	84.22%
223	10/2/2006	200	90%	10/7/2006	88.57%	11.43%	79.44%
225	10/9/2006	200	89%	10/14/2006	77.27%	22.73%	68.69%
225	10/16/2006	220	98%	10/21/2006	80.00%	20.00%	78.22%
225	10/23/2006	220	98%	10/28/2006	86.15%	13.85%	84.24%
225	10/30/2006	221	98%	11/4/2006	86.05%	13.95%	84.52%
225	11/6/2006	222	99%	11/11/2006	83.02%	16.98%	81.91%
225	11/13/2006	224	100%	11/18/2006	84.62%	15.38%	84.24%

CALIFORNIA JOB CERTIFICATION SUMMARY REPORT

STORES	PAYROLL WIE DATE	COMPLETED	PERCENT	PAYROLLWEEK	YES%	NO%	Percentage Yes vs. Complete
225	11/20/2006	225	100%	11/25/2006	83.75%	16.25%	83.75%
225	11/27/2006	220	98%	12/2/2006	83.33%	16.67%	81.48%
225	12/4/2006	220	98%	12/9/2006	81.54%	18.46%	79.73%
225	12/11/2006	202	90%	12/16/2006	83.72%	16.28%	75.16%
225	12/18/2006	219	97%	12/23/2006	85.71%	14.29%	83.43%
225	12/26/2006	205	91%	12/30/2006	78.57%	21.43%	71.59%
225	1/1/2007	200	89%	1/6/2007	81.82%	18.18%	72.73%
225	1/8/2007	198	88%	1/13/2007	78.45%	21.55%	69.03%
225	1/15/2007	220	98%	1/20/2007	77.87%	22.13%	76.14%
225	1/22/2007	177	79%	1/27/2007	78.10%	21.90%	61.43%
225	1/29/2007	160	71%	2/3/2007	81.03%	18.97%	57.62%
225	2/6/2007	154	68%	2/10/2007	82.58%	17.42%	56.52%
230	2/13/2007	162	70%	2/17/2007	79.37%	20.63%	55.90%
230	2/20/2007	155	67%	2/24/2007	79.53%	20.47%	53.59%
230	2/27/2007	152	66%	3/3/2007	78.63%	21.37%	51.96%
230	3/6/2007	165	72%	3/10/2007	81.48%	18.52%	58.45%
230	3/13/2007	184	80%	3/17/2007	77.78%	22.22%	62.22%
230	3/20/2007	184	80%	3/24/2007	82.01%	17.99%	65.61%
230	3/27/2007	183	80%	3/31/2007	79.23%	20.77%	63.04%
230	4/3/2007	198	86%	4/7/2007	81.20%	18.80%	69.91%
230	4/10/2007	208	90%	4/14/2007	81.20%	18.80%	73.44%
230	4/17/2007	227	99%	4/21/2007	80.00%	20.00%	78.96%
230	4/24/2007	192	83%	4/28/2007	79.56%	20.44%	66.42%
230	5/1/2007	194	84%	5/5/2007	80.15%	19.85%	67.60%
230	5/7/2007	186	81%	5/12/2007	82.19%	17.81%	66.47%
230	5/14/2007	182	79%	5/19/2007	76.22%	23.78%	60.32%
230	5/21/2007	187	81%	5/26/2007	82.14%	17.86%	66.79%
230	5/28/2007	184	80%	6/2/2007	84.72%	15.28%	67.78%
230	6/4/2007	179	78%	6/9/2007	82.78%	17.22%	64.43%
230	6/11/2007	174	76%	6/16/2007	81.51%	18.49%	61.66%
230	6/18/2007	183	80%	6/23/2007	85.31%	14.69%	67.88%
230	6/25/2007	178	77%	6/30/2007	80.89%	19.11%	62.60%
230	7/2/2007	180	78%	7/7/2007	83.66%	16.34%	65.47%
230	7/9/2007	188	82%	7/14/2007	83.75%	16.25%	68.46%
237	7/16/2007	184	78%	7/21/2007	83.97%	16.03%	65.20%
237	7/23/2007	179	76%	7/28/2007	83.65%	16.35%	63.18%

CALIFORNIA JOB CERTIFICATION SUMMARY REPORT

STORES	PAYROLL W/E DATE	COMPLETED	PERCENT	PAYROLL WEEK	YES%	NO%	Percentage Yes vs. Complete
237	7/30/2007	184	78%	8/4/2007	79.29%	20.71%	61.56%
237	8/9/2007	184	78%	8/11/2007	77.89%	22.11%	60.47%

EXHIBIT D

1 MAUREEN E. McCLAIN (State Bar No. 062050)
Email: mcclain@kmm.com
2 ALEX HERNAEZ (State Bar No. 201441)
Email: hernaez@kmm.com
3 KAUFF McCLAIN & McGUIRE LLP
One Post Street, Suite 2600
4 San Francisco, California 94104
Telephone: (415) 421-3111
5 Facsimile: (415) 421-0938

6 Attorneys for Defendant
DOLLAR TREE STORES, INC.

7
8 BETH HIRSCH BERMAN (VA Bar No. 28091)
Email: bberman@williamsmullen.com
WILLIAMS MULLEN
9 Dominion Tower, Suite 1700
999 Waterside Drive
10 Norfolk, VA 23510
Telephone: (757) 629-0604
11 Facsimile: (757) 629-0660

12 *Pro Hac Vice* Attorneys For Defendant
DOLLAR TREE STORES, INC.

13
14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA

16 MIGUEL A. CRUZ, and JOHN D. HANSEN,
17 individually and on behalf of all others
similarly situated,

18 Plaintiffs,

19 v.

20 DOLLAR TREE STORES, INC.,
21 Defendant.

22
23
24 ROBERT RUNNINGS individually, and on
behalf of all others similarly situated,

25 Plaintiff,

26 v.

27 DOLLAR TREE STORES, INC.,
28 Defendant.

CASE NO. C 07 2050 SC
CASE NO. C 07 04012 SC

**DECLARATION OF PATRICIA
DOSS IN SUPPORT OF DOLLAR
TREE STORES, INC.'S REPLY ON
SUMMARY JUDGMENT AS TO
ROBERT RUNNINGS**

DATE: March 21, 2008
TIME: 10:00 a.m.
DEPT: Ctrm. 1, 17th Floor
JUDGE: Hon. Samuel Conti

COMPLAINTS FILED: April 11, 2007
July 6, 2007
TRIAL DATES: No dates set.

1 I, Patricia Doss, declare that:

- 2
- 3 1. I am over the age of eighteen and have personal knowledge of the facts set forth
- 4 below. If called upon as a witness, I could testify competently thereto.
- 5
- 6 2. I am a Human Resources Manager for Dollar Tree Management, Inc. ("DTM"), a
- 7 wholly owned subsidiary of Dollar Tree Stores, Inc. ("DTS"). (DTM and DTS shall
- 8 be collectively referred to as "Dollar Tree.") DTS has several wholly owned
- 9 subsidiaries, including DTM, which operate from the same location as DTS'
- 10 corporate office and exist for the sole purpose of providing support for the
- 11 operations of DTS and its other wholly owned subsidiaries and affiliates. As a
- 12 Human Resources Manager, my responsibilities include working with employees
- 13 in Dollar Tree's stores and I have access to Dollar Tree's human resources
- 14 records.
- 15
- 16 3. In June, 2005, Dollar Tree began to have its Store Managers in California
- 17 complete a certification form on a weekly basis. The form requires each Store
- 18 Manager to state whether or not s/he spent more than 50% of the previous week
- 19 working on exempt functions. Along with that form is a document that identifies a
- 20 non-exhaustive list of types of duties that are exempt. The certification is to be
- 21 completed on-line. Responses are maintained in Dollar Tree's system in the
- 22 ordinary course of conducting its business except that, due to a computer glitch
- 23 that was not immediately recognized, there were periods of time where someone
- 24 responded but their answer was not captured.
- 25
- 26
- 27 4. As part of my duties, I would periodically check to see that the certifications had
- 28

1 been completed and what they said. On several occasions, I sent hard copy
2 (paper) certifications to Store Managers who had weeks where they had not
3 completed them and asked that they complete and return them to me.
4

5 5. From the data that Dollar Tree maintains, I created a report of all responses. The
6 report shows the responses by week, the number of open stores in California for
7 each week, the number of stores that responded, the percentage of Store
8 Managers responding, the number of stores that did not complete a certification
9 and the percentage of Store Managers who did not respond. Also on that report
10 under a column entitled "notes," I identified the weeks that data was missing due
11 to computer glitches, indicated when district managers were contacted about
12 incomplete certifications, identified when I sent out paper forms to be completed
13 to stores that were missing certifications and made notes about why certain
14 stores did not provide certifications. I updated that report approximately once a
15 month. A copy of that report is attached hereto as Exhibit A. I provided a copy of
16 that report to counsel for Dollar Tree.
17
18

19 6. From the data maintained by Dollar Tree, I also created a report, attached hereto
20 as Exhibit B, that identifies the percentage of yes responses and no responses
21 received for each week. I provided a copy of that report to counsel for Dollar
22 Tree also.
23

24 7. As I mention in paragraph 3 above, there were some computer system problems
25 that prevented Dollar Tree from capturing all on-line certification responses.
26 After the problem was discovered and it was determined that the missing data
27 could not be captured, I reviewed the alert attached hereto as Exhibit C before it
28

1 was sent to Dollar Tree's stores in California in late September, 2007. As
2 explained in Exhibit C, just the missing certifications were available to complete.
3 Certifications that had been captured were not available to complete again. I
4 read the declaration Robert Runnings provided in opposition to Dollar Tree's
5 motion for summary judgment and Exhibit J to that declaration. Exhibit J
6 contains my email response to Mr. Runnings, dated 9/26/07. The alert I refer to
7 in that email is Exhibit C to this declaration.
8

9 I declare under penalty of perjury that the foregoing is true and correct.

10 Executed in Chesapeake, Virginia this 10th day of March, 2008.

11 
12 Patricia Doss
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

CALIFORNIA JOB CERTIFICATION SUMMARY REPORT

STORES	PAYROLL W/E DATE	COMPLETED	PERCENT	INCOMPLETE	PERCENT	Notes
200	6/4/2005	200	100%	0	0%	
200	6/11/2005	200	100%	0	0%	
201	6/18/2005	201	100%	0	0%	
201	6/25/2005	201	100%	0	0%	
201	7/2/2005	201	100%	0	0%	
202	7/9/2005	201	100%	0	0%	
202	7/16/2005	201	100%	0	0%	
202	7/23/2005	201	100%	0	0%	
202	7/30/2005	201	100%	0	0%	
202	8/6/2005	202	100%	0	0%	
202	8/13/2005	202	100%	0	0%	
202	8/20/2005	200	99%	2	1%	
202	8/27/2005	202	100%	0	0%	
202	9/2/2005	202	100%	0	0%	
202	9/10/2005	202	100%	0	0%	
203	9/17/2005	203	100%	0	0%	
203	9/24/2005	203	100%	0	0%	
206	10/1/2005	206	100%	0	0%	
209	10/8/2005	209	100%	0	0%	
209	10/15/2005	209	100%	0	0%	
209	10/22/2005	209	100%	0	0%	
209	10/29/2005	209	100%	0	0%	
209	11/5/2005	209	100%	0	0%	
210	11/12/2005	203	97%	7	3%	
210	11/19/2005	210	100%	0	0%	
210	11/26/2005	205	98%	5	2%	
210	12/3/2005	200	95%	10	5%	
210	12/10/2005	204	97%	6	3%	
210	12/17/2005	208	99%	2	1%	
210	12/24/2005	200	95%	10	5%	
210	1/2/2006	210	100%	0	0%	
210	1/9/2006	210	100%	0	0%	
210	1/16/2006	208	99%	2	1%	
210	1/23/2006	200	95%	5	2%	
210	1/30/2006	210	100%	0	0%	

CALIFORNIA JOB CERTIFICATION SUMMARY REPORT

STORES	PAYROLL W/E DATE	COMPLETED	PERCENT	INCOMPLETE	PERCENT	Notes
210	2/6/2006	210	100%	0	0%	
210	2/13/2006	210	100%	0	0%	
210	2/20/2006	210	100%	0	0%	
210	2/27/2006	210	100%	0	0%	
210	3/6/2006	210	100%	0	0%	
212	3/13/2006	200	94%	12	6%	<u>Six Bay Area Stores</u>
213	3/20/2006	195	92%	18	8%	<u>Six Bay Area Stores</u>
213	3/27/2006	200	94%	13	6%	<u>NOTICE TO DM'S 3/29</u>
214	4/3/2006	213	100%	1	0%	<u>Notice to DM's 4/5</u>
214	4/10/2006	210	98%	4	2%	<u>Notice to DM's 4/11</u>
214	4/17/2006	210	98%	4	2%	<u>Notice to DM's 4/20</u>
214	4/24/2006	198	93%	16	7%	<u>Notice to DM's 4/26</u>
214	5/1/2006	200	93%	14	7%	<u>Notice to DM's 5/4</u>
214	5/8/2009	201	94%	13	6%	<u>Notice to DM's 5/11</u>
214	5/15/2006	198	93%	16	7%	<u>Notice to DM's 5/17</u>
214	5/22/2006	200	93%	14	7%	<u>Notice to DM's 5/24</u>
214	5/29/2006	210	98%	4	2%	<u>Notice to DM's 5/31</u>
214	6/5/2006	189	88%	25	12%	<u>Notice to DM's 6/8</u>
214	6/12/2006	IS PROBLEM NO CERTS				
214	6/19/2006	210	98%	4	2%	<u>RETURN MAIL</u>
214	6/26/2006	206	96%	8	4%	<u>RETURN MAIL</u>
214	7/3/2006	209	98%	5	2%	<u>RETURN MAIL</u>
214	7/10/2006	211	99%	3	1%	<u>RETURN MAIL</u>
214	7/17/2006	206	96%	8	4%	<u>RETURN MAIL</u>
214	7/24/2006	200	93%	14	7%	<u>RETURN MAIL</u>
214	7/31/2006	214	100%	0	0%	<u>RETURN MAIL</u>
214	8/7/2006	199	93%	15	7%	<u>RETURN MAIL</u>
214	8/14/2006	206	96%	8	4%	<u>RETURN MAIL</u>
214	8/21/2006	211	99%	3	1%	<u>RETURN MAIL</u>
214	8/28/2006	207	97%	7	3%	<u>RETURN MAIL</u>
217	9/4/2006	212	98%	5	2%	<u>RETURN MAIL</u>
217	9/11/2006	206	95%	9	4%	<u>RETURN MAIL</u>
219	9/18/2006	210	96%	9	4%	<u>Problems with download</u>
220	9/25/2006	214	97%	6	3%	<u>RETURN MAIL</u>
223	10/2/2006	200	90%	23	10%	<u>Problems with download</u>
225	10/9/2006	200	89%	25	11%	<u>Problems with download</u>
225	10/16/2006	220	98%	5	2%	<u>RETURN MAIL</u>
225	10/23/2006	220	98%	5	2%	<u>RETURN MAIL</u>
225	10/30/2006	221	98%	4	2%	<u>RETURN MAIL</u>
225	11/6/2006	222	99%	3	1%	<u>RETURN MAIL</u>
225	11/13/2006	224	100%	1	0%	<u>RETURN MAIL</u>
225	11/20/2006	225	100%	0	0%	<u>RETURN MAIL</u>

CALIFORNIA JOB CERTIFICATION SUMMARY REPORT

STORES	PAYROLL W/E DATE	COMPLETED	PERCENT	INCOMPLETE	PERCENT	Notes
225	11/27/2006	220	98%	5	2%	RETURN MAIL
225	12/4/2006	220	98%	5	2%	RETURN MAIL
225	12/11/2006	202	90%	23	10%	RETURN MAIL
225	12/18/2006	219	97%	6	3%	RETURN MAIL
225	12/26/2006	205	91%	20	9%	RETURN MAIL
225	1/1/2007	200	89%	25	11%	Problems with download
225	1/8/2007	198	88%	27	12%	Problems with download
225	1/15/2007	220	98%	5	2%	
225	1/22/2007	177	79%	48	21%	
225	1/29/2007	160	71%	65	29%	
225	2/6/2007	154	68%	71	32%	
230	2/13/2007	162	70%	68	30%	
230	2/20/2007	155	67%	80	35%	
230	2/27/2007	152	66%	75	33%	
230	3/6/2007	165	72%	65	28%	PROBLEMS WITH DATA
230	3/13/2007	184	80%	46	20%	PROBLEMS WITH DATA
230	3/20/2007	184	80%	46	20%	PROBLEMS WITH DATA
230	3/27/2007	183	80%	47	20%	PROBLEMS WITH DATA
230	4/3/2007	198	86%	32	14%	PROBLEMS WITH DATA
230	4/10/2007	208	90%	22	10%	PROBLEMS WITH DATA
230	4/17/2007	227	99%	3	1%	PROBLEMS WITH DATA
230	4/24/2007	192	83%	38	17%	PROBLEMS WITH DATA
230	5/1/2007	194	84%	36	16%	CHANGED
230	5/7/2007	186	81%	44	19%	
230	5/14/2007	182	79%	48	21%	
230	5/21/2007	187	81%	43	19%	
230	5/28/2007	184	80%	46	20%	
230	6/4/2007	179	78%	51	22%	
230	6/11/2007	174	76%	56	24%	Incountered issue
230	6/18/2007	183	80%	47	20%	
230	6/25/2007	178	77%	52	23%	
230	7/2/2007	180	78%	50	22%	
230	7/9/2007	188	82%	42	18%	
237	7/16/2007	184	78%	53	22%	
237	7/23/2007	179	76%	58	24%	
237	7/30/2007	184	78%	53	22%	
237	8/9/2007	184	78%	53	22%	

EXHIBIT B

PERCENTAGE OF YES AND NO RESPONSES FOR CALIFORNIA JOB CERTIFICATION

PAYROLLWEEK	YES%	NO%
6/4/2005	88.17%	11.83%
6/11/2005	91.19%	8.81%
6/18/2005	85.29%	14.71%
6/25/2005	90.14%	9.86%
7/2/2005	86.96%	13.04%
7/9/2005	87.34%	12.66%
7/16/2005	88.46%	11.54%
7/23/2005	84.75%	15.25%
7/30/2005	92.45%	7.55%
8/6/2005	90.24%	9.76%
8/13/2005	98.11%	1.89%
8/20/2005	91.84%	8.16%
8/27/2005	84.91%	15.09%
9/3/2005	88.46%	11.54%
9/17/2005	85.98%	14.02%
10/1/2005	88.24%	11.76%
10/8/2005	82.35%	17.65%
10/15/2005	90.91%	9.09%
10/22/2005	86.11%	13.89%
10/29/2005	88.37%	11.63%
11/5/2005	90.63%	9.38%
11/12/2005	75.00%	25.00%
11/19/2005	75.76%	24.24%
11/26/2005	88.46%	11.54%
12/3/2005	87.88%	12.12%
12/10/2005	87.10%	12.90%
12/24/2005	65.22%	34.78%
12/31/2005	90.00%	10.00%
1/7/2006	93.55%	6.45%
1/14/2006	85.71%	14.29%
1/21/2006	90.48%	9.52%
1/28/2006	93.94%	6.06%
2/4/2006	89.47%	10.53%
2/11/2006	91.67%	8.33%
2/18/2006	92.86%	7.14%
2/25/2006	89.13%	10.87%
3/4/2006	75.56%	24.44%
3/11/2006	80.95%	19.05%
3/18/2006	81.97%	18.03%
3/25/2006	79.31%	20.69%
4/1/2006	86.54%	13.46%
4/8/2006	79.66%	20.34%
4/15/2006	79.03%	20.97%
4/22/2006	69.39%	30.61%
4/29/2006	84.09%	15.91%
5/6/2006	87.04%	12.96%
5/13/2006	85.71%	14.29%
5/20/2006	82.86%	17.14%
5/27/2006	74.36%	25.64%
6/10/2006	87.88%	12.12%
6/17/2006	78.79%	21.21%

PERCENTAGE OF YES AND NO RESPONSES FOR CALIFORNIA JOB CERTIFICATION

PAYROLLWEEK	YES%	NO%
6/24/2006	84.38%	15.63%
7/1/2006	83.78%	16.22%
7/8/2006	82.35%	17.65%
7/15/2006	88.37%	11.63%
7/22/2006	81.20%	18.80%
7/29/2006	87.88%	12.12%
8/5/2006	89.23%	10.77%
8/12/2006	77.05%	22.95%
8/19/2006	87.14%	12.86%
8/26/2006	89.47%	10.53%
9/2/2006	84.44%	15.56%
9/9/2006	81.82%	18.18%
9/16/2006	86.27%	13.73%
9/23/2006	83.98%	16.02%
9/30/2006	86.58%	13.42%
10/7/2006	88.57%	11.43%
10/14/2006	77.27%	22.73%
10/21/2006	80.00%	20.00%
10/28/2006	86.15%	13.85%
11/4/2006	86.05%	13.95%
11/11/2006	83.02%	16.98%
11/18/2006	84.62%	15.38%
11/25/2006	83.75%	16.25%
12/2/2006	83.33%	16.67%
12/9/2006	81.54%	18.46%
12/16/2006	83.72%	16.28%
12/23/2006	85.71%	14.29%
12/30/2006	78.57%	21.43%
1/6/2007	81.82%	18.18%
1/13/2007	78.45%	21.55%
1/20/2007	77.87%	22.13%
1/27/2007	78.10%	21.90%
2/3/2007	81.03%	18.97%
2/10/2007	82.58%	17.42%
2/17/2007	79.37%	20.63%
2/24/2007	79.53%	20.47%
3/3/2007	78.63%	21.37%
3/10/2007	81.48%	18.52%
3/17/2007	77.78%	22.22%
3/24/2007	82.01%	17.99%
3/31/2007	79.23%	20.77%
4/7/2007	81.20%	18.80%
4/14/2007	81.20%	18.80%
4/21/2007	80.00%	20.00%
4/28/2007	79.56%	20.44%
5/5/2007	80.15%	19.85%
5/12/2007	82.19%	17.81%
5/19/2007	76.22%	23.78%
5/26/2007	82.14%	17.86%
6/2/2007	84.72%	15.28%
6/9/2007	82.78%	17.22%

PERCENTAGE OF YES AND NO RESPONSES FOR CALIFORNIA JOB CERTIFICATION

PAYROLLWEEK	YES%	NO%
6/16/2007	81.51%	18.49%
6/23/2007	85.31%	14.69%
6/30/2007	80.89%	19.11%
7/7/2007	83.66%	16.34%
7/14/2007	83.75%	16.25%
7/21/2007	83.97%	16.03%
7/28/2007	83.65%	16.35%
8/4/2007	79.29%	20.71%
8/11/2007	77.89%	22.11%
8/18/2007	79.70%	20.30%
8/25/2007	79.38%	20.62%
9/1/2007	81.12%	18.88%
9/8/2007	73.82%	26.18%
9/15/2007	79.27%	20.73%
9/22/2007	77.89%	22.11%
9/29/2007	82.54%	17.46%
10/6/2007	85.11%	14.89%
10/13/2007	81.32%	18.68%
10/20/2007	80.56%	19.44%
10/27/2007	83.24%	16.76%
1/3/2007	85.96%	14.04%
11/10/2007	86.44%	13.56%
11/17/2007	85.31%	14.69%
11/24/2007	87.50%	12.50%
12/1/2007	86.23%	13.77%
12/8/2007	86.90%	13.10%
12/15/2007	85.53%	14.47%
12/22/2007	87.74%	12.26%
12/29/2007	83.89%	16.11%
1/5/2008	84.03%	15.97%

EXHIBIT C

Document Title: Payroll Certifications for 2007

Who	What (Level 1 Category)	Where (Site Location)		
<input checked="" type="checkbox"/> State	<input type="checkbox"/> Back Office	<input checked="" type="checkbox"/> Breaking News		
<input type="checkbox"/> Region	<input type="checkbox"/> Front End	<input type="checkbox"/> Help Desk Corner		
<input type="checkbox"/> Accepts Credit Cards	<input checked="" type="checkbox"/> Miscellaneous	<input type="checkbox"/> Top Problems		
<input type="checkbox"/> Register Type		<input type="checkbox"/> Where's the Problem		
	<table border="1" style="display: inline-table;"> <tr> <td style="padding: 2px;">Level 2 Category</td> <td style="padding: 2px;">Miscellaneous</td> </tr> </table>	Level 2 Category	Miscellaneous	
Level 2 Category	Miscellaneous			

Expiration Date: 10/05/07 23:59 pm

Payroll Certifications for 2007

Our records indicate we are missing some Payroll Certifications for this year. Some certifications may have been lost due to a system problem while some were not completed. In any event, whether by computer difficulty or inaction there are some Payroll Certificates that require your attention.

All missing Payroll Certifications for 2007 are now available for you within the system. Please mark the appropriate response Y for yes did perform the duties, or N for no did not perform the duties, and indicate the reason for the N response. If you were not the manager in the store on any of the dates indicated please mark N and explain that you were not the manager at the time the certification was originally due.

We apologize for the inconvenience and appreciate your assistance.

EXHIBIT E

1 MAUREEN E. McCLAIN (State Bar No. 062050)
Email: mcclain@kmm.com
2 ALEX HERNAEZ (State Bar No. 201441)
Email: hernaez@kmm.com
3 KAUFF McCLAIN & McGUIRE LLP
One Post Street, Suite 2600
4 San Francisco, California 94104
Telephone: (415) 421-3111
5 Facsimile: (415) 421-0938

6 Attorneys for Defendant
DOLLAR TREE STORES, INC.

7
8 BETH HIRSCH BERMAN (VA Bar No. 28091)
Email: bberman@williamsmullen.com
WILLIAMS MULLEN
9 Dominion Tower, Suite 1700
999 Waterside Drive
10 Norfolk, VA 23510
Telephone: (757) 629-0604
11 Facsimile: (757) 629-0660

12 *Pro Hac Vice* Attorneys For Defendant
DOLLAR TREE STORES, INC.

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA

16 MIGUEL A. CRUZ, and JOHN D. HANSEN,
17 individually and on behalf of all others
similarly situated,

18 Plaintiffs,

19 v.

20 DOLLAR TREE STORES, INC.,
21 Defendant.

CASE NO. C 07 2050 SC

22 ROBERT RUNNINGS individually, and on
behalf of all others similarly situated,

23 Plaintiff,

24 v.

25 DOLLAR TREE STORES, INC.,
26 Defendant.

CASE NO. C 07 04012 SC

**RESPONSE TO
REPRESENTATIVE PLAINTIFFS'
SPECIAL INTERROGATORIES
(SET ONE)**

JUDGE: Hon. Samuel Conti
COMPLAINTS FILED: April 11, 2007
July 6, 2007
TRIAL DATES: No dates set.

1 PROPOUNDING PARTY: REPRESENTATIVE PLAINTIFFS

2 RESPONDING PARTY: DEFENDANT DOLLAR TREE STORES, INC.

3 SET NUMBER: One

4 Defendant Dollar Tree Stores, Inc. ("Dollar Tree") submits the following
5 responses, pursuant to Rule 33(b)(3) of the Federal Rules of Civil Procedure, to
6 Representative Plaintiffs' Special Interrogatories (Set One).

7 **GENERAL OBJECTIONS**

8 These answers and objections are made solely for the purpose of this
9 action. Each answer is subject to all objections as to competence, relevance,
10 materiality, propriety and admissibility, and any and all other objections and grounds that
11 would require the exclusion of any statement if any interrogatories were asked of, or any
12 statements contained herein were made by, a witness present and testifying in court, all
13 of which objections and grounds are reserved and may be interposed at the time of trial.
14 The following answers are based upon information presently available to Defendant and,
15 except for explicit facts admitted herein, no incidental or implied admissions are intended
16 hereby. The fact that Defendant has answered or objected to any interrogatory or part
17 thereof should not be taken as an admission that Defendant accepts or admits the
18 existence of any facts set forth or assumed by such interrogatories or that such answer
19 or objection constitutes admissible evidence. The fact that Defendant has answered
20 part or all of any interrogatory is not intended and shall not be construed to be a waiver
21 by Defendant of all or any part of any objection to any interrogatory.

22 To the extent that any or all of the interrogatories call for information which
23 constitutes information or material prepared in anticipation of litigation or for trial or for
24 information or material covered by the work product doctrine or which constitutes
25 information which is privileged by virtue of the attorney-client privilege, Defendant
26 objects to each and every such interrogatory and thus will not supply or render any
27 information or material protected from discovery by virtue of the work product doctrine or
28 the attorney-client privilege.

Defendant objects to providing information regarding the so-called "Class Members." Because no class has been certified, Class Members do not exist. Moreover, Defendant contends that a class cannot be properly certified because of the facts of this case. Responses herein will be generally limited to the named plaintiffs.

The above-stated objections are hereby made applicable to each and all of these requests and are hereby, as to each and all of them, incorporated by reference as if fully set forth therein.

INTERROGATORY NO. 1:

Identify each and every Class Member.

RESPONSE TO INTERROGATORY NO. 1:

Objection: this Interrogatory is overbroad, unduly burdensome, and outside the scope of permissible discovery.

INTERROGATORY NO. 2:

Identify each facility (by address, telephone number and/or location number, if applicable) where any Class Member has performed work for You at any time during the class period.

RESPONSE TO INTERROGATORY NO. 2:

Defendant will produce documents in response to this Interrogatory. Please see response to Request for Production No. 3.

INTERROGATORY NO. 3:

Identify and/or describe how You determine whether Class Members should be paid on an overtime-exempt basis for each pay period with the class period.

RESPONSE TO INTERROGATORY NO. 3:

Objection: this Interrogatory seeks information protected by the attorney-client privilege, is overbroad, unduly burdensome, and outside the scope of permissible discovery. The premise of this Interrogatory is faulty and therefore Defendant cannot answer it fully. Defendant classifies its various job classifications as exempt or non-exempt. For example, Dollar Tree classifies its store managers as exempt. This

1 decision was made by personnel in Dollar Tree's human resources department in
2 consultation with outside counsel. Defendant considered the job duties and position
3 description of its store managers, together with all applicable laws and regulations.

4 **INTERROGATORY NO. 4:**

5 **Identify and/or describe** each task performed by **Class Members** that
6 **You** contend is exempt under California law.

7 **RESPONSE TO INTERROGATORY NO. 4:**

8 Objection: this Interrogatory seeks information protected by the attorney-
9 client privilege, is overbroad, unduly burdensome, and outside the scope of permissible
10 discovery. Defendant responds to this Interrogatory by directing plaintiffs to the store
11 manager job description, which has already been produced.

12 In addition, while all store managers have certain core duties in common,
13 depending upon the store in which they work store managers may have responsibility for
14 complying with state laws regarding the sale of alcohol and/or acceptance of food
15 stamps. Some store managers are training managers which gives them additional
16 responsibilities and duties with respect to training store manager and assistant store
17 managers and providing assistance to them after they are trained. Other store
18 managers have responsibility for visiting other stores and helping them with problems
19 that may arise. Some store managers have responsibilities related to surveillance
20 cameras. Depending on the location of the store, i.e. mall, strip shopping centers, stand
21 alone, and the particular landlord's requirements, the store managers have different
22 responsibilities with respect to the maintenance, upkeep and report of the store facilities
23 and areas immediately adjacent thereto and may have different responsibilities with
24 respect to their tenancy. A few of Defendant's stores sell merchandise at multi-price
25 points, thereby requiring pricing information for which the store manager is responsible.
26 Store managers in different districts have different responsibilities with respect to hiring,
27 firing, promoting and setting pay rates for the store employees.

28

INTERROGATORY NO. 5:

Identify and or **describe** each task performed by **Class Members** that **You** consider to be non-exempt under California law.

RESPONSE TO INTERROGATORY NO. 5:

Objection: this Interrogatory seeks information protected by the attorney-client privilege, is overbroad, unduly burdensome, and outside the scope of permissible discovery. Defendant cannot reasonably answer this Interrogatory because, inter alia, it involves an individualized inquiry as to each putative "class member." Moreover, as noted above, an inquiry of this scope is premature because no class has been certified.

INTERROGATORY NO. 6:

Describe all efforts **You** have made to ensure that **Class Members** are performing more exempt than non-exempt work for each pay period within the **class period**.

RESPONSE TO INTERROGATORY NO. 6:

Objection: this Interrogatory seeks information protected by the attorney-client privilege, is overbroad, unduly burdensome, and outside the scope of permissible discovery. Defendant responds to this Interrogatory by directing plaintiffs to the certification documents (both manual and automated), which have already been produced. In addition, District Managers are charged with the responsibility of ensuring that Defendant's store managers perform work consistent with their status as exempt employees.

INTERROGATORY NO. 7:

Identify and/or **describe** **Your** policies and procedures regarding the methods by which **Class Members** reported the number of hours worked for each week during the **class period**.

RESPONSE TO INTERROGATORY NO. 7:

Objection: this Interrogatory seeks information protected by the attorney-client privilege, is overbroad, unduly burdensome, and outside the scope of permissible

discovery. Defendant responds to this Interrogatory by directing plaintiffs to the work schedules of the representative plaintiffs, which have already been produced.

INTERROGATORY NO. 8:

Identify and/or **describe** any and all efforts made by **You** to provide or permit **Class Members** to take meal and/or rest breaks.

RESPONSE TO INTERROGATORY NO. 8:

Objection: this Interrogatory seeks information protected by the attorney-client privilege, is overbroad, unduly burdensome, and outside the scope of permissible discovery. Although not required by applicable law, Plaintiffs made their own schedules and were encouraged by District Managers to take meal and rest breaks. Plaintiffs also received training regarding meal and rest breaks.

INTERROGATORY NO. 9:

Identify and/or **describe** any and all efforts made by **You** to inform **Class Members** of the applicable test for the Executive Exemption to California's overtime laws.

RESPONSE TO INTERROGATORY NO. 9:

Objection: this Interrogatory seeks information protected by the attorney-client privilege, is overbroad, unduly burdensome, and outside the scope of permissible discovery.

DATED: January ²⁹~~27~~, 2008

KAUFF MCCLAIN & MCGUIRE LLP

By: 
ALEX HERNAEZ

Attorneys for Defendant
DOLLAR TREE STORES, INC.

PROOF OF SERVICE BY MAIL

I am a citizen of the United States and employed in San Francisco County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is One Post Street, Suite 2600, San Francisco, California 94104. I am readily familiar with this firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. On January 29, 2008, I placed with this firm at the above address for deposit with the United States Postal Service a true and correct copy of the within document(s):

**RESPONSE TO REPRESENTATIVE PLAINTIFFS'
SPECIAL INTERROGATORIES (SET ONE)**

in a sealed envelope, postage fully paid, addressed as follows:

Scott Edward Cole, Esq.
Scott Cole & Associates, APC
The World Savings Tower
1970 Broadway, Ninth Floor
Oakland, CA 94612

Jeremy R. Fietz, Esq.
Edgar Law Firm
408 College Avenue
Santa Rosa, CA 95401

Following ordinary business practices, the envelope was sealed and placed for collection and mailing on this date, and would, in the ordinary course of business, be deposited with the United States Postal Service on this date.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on January 29, 2008, at San Francisco, California.



Rita I. Chavez

4831-7786-7266.2